



**COMMUNITY
HEALTH NETWORK**
of Connecticut

POLICY AND PROCEDURES

SUBJECT: Privacy: Confidentiality/ Privacy

P&P #	DATE ISSUED	DATE REVIEWED	DATE REVISED
CMPL100	04/14/03		
REPLACES POLICY #	DATE RETIRED		

Date Compliance Officer

Date Chief Executive Officer

PURPOSE:

To protect all information regarding Community Health Network of Connecticut (CHNCT), which is deemed confidential and safeguard the privacy of CHNCT members in accordance with state and federal laws.

POLICY:

Confidential information (as defined below) in any medium (electronic, paper, oral, etc.) shall be protected from unauthorized or inappropriate access, modification, destruction, use or disclosure, whether intentional or accidental by CHNCT officers, employees, member of the Board of Directors or member of any committee, consultant or temporary employee in the course of his or her services for CHNCT. CHNCT has developed many privacy policies, which all employees are required to adhere to.

DEFINITIONS:

- I. Confidential Information:** All information regarding CHNCT members, providers, fellow employees and other proprietary business information coming to the attention of any officer, employee, member of the Board of Directors of the Company or member of any committee of the Board of Directors, consultant or temporary employee in the course of his or her services for the Company including, but is not limited to, patient-specific or protected health information, operating and financial information, business and marketing plans, proposed new services or business relationships (such as managed care ventures and network affiliations), proprietary materials developed for CHNCT members or providers, terms of the Company’s agreements, personnel issues, records of peer review proceedings, risk management materials, quality assurance information, technological data and minutes of or information disclosed in any Board of Directors or other Company meetings. Such information in any medium (electronic, paper, oral, etc.) does not affect its confidentiality.
- II. Representative:** Any CHNCT officer, employee, member of the Board of Directors or member of any committee of the Board of Directors, consultant or temporary employee in the course of his or her services for CHNCT.
- III. Protected Health Information (PHI):** Individually identifiable health information (including demographic information) that has been transmitted or maintained in any medium. It is created or received by certain

participants in the health care industry, relates to the health of an individual or payment for health services, and either identifies the individual or provides a “reasonable” basis to believe the information can identify the individual. Examples of PHI include, but are not limited to medical records, claims data, benefits and other administrative data, which can personally identify a member.

PROCEDURE:

I. Work Environment Conduct

- a. It is the responsibility of each Manager to handle the day-to-day training of his or her employees to ensure enforcement of CHNCT’s Confidentiality/ Privacy policy.
- b. Each Manager shall determine procedures for the specific functions of his or her area on how to handle Confidential Information. These procedures must coincide with CHNCT’s Confidentiality/ Privacy policy.
- c. Representatives must use discretion when discussing confidential matters in social settings and/or delegating work that may contain Confidential Information.
- d. Representatives have access to Confidential Information for CHNCT-authorized activities only and shall use this information only as needed to conduct day-to-day business activities.

II. Disclosure of Confidential Information

- a. Confidential Information in any form may not be removed from the premises of CHNCT, duplicated or disclosed to any person or entity outside the company without proper authorization from CHNCT Senior Management.
- b. Representatives shall take care not to disclose Confidential Information in conversations with friends or family members.
- c. Representatives who hold any position or have any interest (including an office, directorship, membership on a governing board, employment or financial interest) in another entity shall exercise particular care not to disclose Confidential Information in the course of their dealings with the other entity, unless the disclosure has been authorized by CHNCT’s Chief Executive Officer.

i. Protected Health Information (see CHNCT privacy policies for further information)

1. When conducting business outside CHNCT, Representatives shall only disclose a CHNCT member’s Protected Health Information (PHI), including medical records, claims data, benefits and other administrative data, which can personally identify a CHNCT member, to authorized parties for normal business operations. This same information shall only be shared between Representatives when there is a legitimate business need. In either case, Representatives shall make reasonable attempts to only disclose the minimum amount of information necessary to accomplish the objective.
2. Representatives shall not disclose protected health information of CHNCT members outside of normal business operations without obtaining an authorization from the member (Representatives shall note there are a limited number of instances in which a member’s protected health information can be disclosed without an authorization. Please refer to Policy *CMPL102: Member Authorizations* for further information).
3. Representatives shall adhere to all CHNCT privacy policies, as applicable.

III. Confidentiality of Information in all Settings

- a. **Security Measures:** CHNCT’s corporate office is protected by an electronic door-control security system that reads code embedded into a CHNCT identification badge. Representatives shall keep all forms of security codes provided to them, including but not limited to, Identification Badges, security system passwords and keys to CHNCT’s buildings and offices confidential.
- b. **Network Passwords and Screensavers:** All users of CHNCT systems will have a network user identification number with password and a password-protected screensaver. The time-out will not exceed thirty minutes. Representatives shall not share any CHNCT system user ID number or password with anyone other than an authorized CHNCT Management Information Systems (MIS) representative.
- c. **FAX Cover Sheets:** When Representatives send Confidential Information (as permitted by law) by facsimile, a FAX transmittal cover sheet will be used, which clearly identifies the intended

recipient of the information. The word "CONFIDENTIAL" will be prominently displayed on the cover sheet. In addition, a Confidentiality warning shall be printed at the bottom of the FAX cover sheet similar to the following statement utilized by CHNCT: THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE EYES OF THE RECIPIENT. YOU ARE HEREBY NOTIFIED THAT ANY COPYING OF THIS COMMUNICATION OR DISSEMINATION OR DISTRIBUTION OF IT TO ANYONE OTHER THAN THE INTENDED RECIPIENT IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS BY U.S. POSTAL SERVICE.

- d. **Copy Machines:** Representatives shall take care when copying documents that may contain Confidential Information by promptly removing the items from the copiers.
- e. **Electronic Communications:** When transmitting data containing Confidential Information electronically, as permitted by law, Representatives shall assure the data has been properly protected through Encryption. The following statement shall be included at the bottom of each e-mail message: THIS E-MAIL, INCLUDING ATTACHMENTS, IS INTENDED FOR THE PERSON OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN CONFIDENTIAL INFORMATION. IF YOU HAVE RECEIVED THIS E-MAIL IN ERROR, PLEASE NOTIFY SENDER AND DESTROY.
- f. **Website:** CHNCT's website shall include our privacy statement.
- g. **Printers:** When printing out Confidential Information on shared printers, the Representative shall promptly retrieve the documents.

IV. Confidentiality Requirements in Provider and Practitioner Contracts. A confidentiality section is included in each provider and practitioner contract that CHNCT executes, which includes a statement that CHNCT and the Contractor shall maintain the confidentiality of the medical records of all Members and related information required under applicable laws, including but not limited to the Privacy standards in HIPAA and any comparable State laws.

V. Protecting Data Used for Quality Measures. Representatives who release Confidential Information to external auditors or for accreditation purposes shall assure the reviewers have signed a Confidentiality statement and review the Information in a private location.

VI. Transfer of Confidential Information

- a. **Inter-Office:** Representatives who send documents containing Confidential Information from one office to another within CHNCT, or from one location to another, shall place the documents in an envelope clearly marked as Confidential and addressed to the intended recipient.
- b. **Between Entities:** Representatives shall make reasonable attempts to assure that an external vendor who conducts business on behalf of CHNCT has either signed a confidentiality agreement or has provisions in their contract with CHNCT that address the handling of Confidential Information prior to releasing Confidential Information to that vendor.

VII. Storage of Confidential Information

- a. Representatives shall store Confidential Information in physically secure locations.
- b. Representatives who contract with vendors for the purpose of storing Confidential Information shall assure that Information is stored in a physically secure location.
- c. Representatives who work with Confidential Information at his or her workstation on a daily basis shall assure that Information is stored in a locked filing cabinet or drawer when left unattended.

VIII. Destruction of Confidential Information

- a. **Paper-Based Documents:** When it becomes time to destroy paper-based Confidential Information, it shall either be shredded or placed in locked shredding bins.
- b. **Backup Tapes:** Backup tapes will be erased if they are no longer functioning correctly, they are no longer in use, or the data contained on them must be erased.
- c. **Hard Drives:** Hard drives will be destroyed by MIS when they are no longer needed.
- d. **Floppy, Zip, and Compact Disks:** All floppy and zip disks containing Confidential Information should either be reformatted by the Representative or returned to MIS for reformatting when the information they contain is no longer needed. Compact Disks should be returned to MIS when no longer needed.

IX. Policy Distribution. The Compliance Officer will assure the Confidentiality/ Privacy policy is distributed to all applicable Representatives.

X. Confidentiality Statement

- a. Representatives will be required to sign CHNCT's Confidentiality/ Privacy Agreement no less than annually.
- b. Human Resources (HR) will keep the original copy of all signed Confidentiality/ Privacy Agreements for CHNCT employees in each employee's personnel file.
- c. The Compliance Officer will keep all other signed Confidentiality statements for Representatives, including a copy of each employee's signature page.

XI. Annual Review of Confidentiality/ Privacy Policy

- a. The Compliance Committee is charged with reviewing the Confidentiality/ Privacy policy no less than annually to determine if revisions are needed based on recommendations made by the Compliance Officer regarding new or amended state and/or federal laws and regulations.
- b. Once the policy has been revised and approved by the Committee, the Compliance Officer will distribute to all Representatives and determine the method of training/ education that will be provided, if necessary.

XII. Violation of Confidentiality/ Privacy Policy

- a. Any Representative who misuses, obtains improper access to, alters or removes Confidential Information may be subject to appropriate disciplinary action, including but not limited to, immediate termination of his or her relationship with CHNCT.
- b. Upon termination of employment or contract with CHNCT, the Representative shall return all materials containing Confidential Information to CHNCT promptly.